

720 Olive Street, Suite 1630
St. Louis, Missouri 63101
November 4, 2024

Metropolitan Capital Bank & Trust
Nine East Ontario Street
Chicago, Illinois 60611
Attn: Chief Lending Officer

RE: Guaranties executed and delivered as of June 17, 2022 by Keith Barket to Metropolitan Capital Bank & Trust.

VIA FEDERAL EXPRESS

Dear Sir or Madam:

This notice concerns (1) that certain Guaranty (the "Wellstell Guaranty") executed by Keith Barket ("Keith Barket"), executed and delivered as of June 17, 2022 but effective as of May 24, 2022, for the benefit of Metropolitan Capital Bank & Trust ("Lender"), concerning a loan made by Lender to Wellstel, LLC, an Illinois limited liability company, in the aggregate principal amount of Four Million and NO/100 Dollars (\$4,000,000.00) ("Wellstell Loan"), and (2) that certain Guaranty (the "Sol Guaranty", together with the Wellstell Guaranty, the "Guaranties") executed by Keith Barket, executed and delivered as of June 17, 2022, but effective as of May 24, 2022, for the benefit of Lender, concerning a loan made by Lender to Solomon Barket, an individual ("Sol Barket") in the aggregate principal amount of Seven Hundred Ninety-Six Thousand and NO/100 Dollars (\$796,000.00) ("Sol Loan", together with the Wellstell Loan, the "Loans").

Each of the Guaranties were made on June 17, 2022 by Keith Barket for the purpose of Lender extending the respective maturity dates of the Loans from May 24, 2022 to August 24, 2022 (the "90 Day Extension"). This consideration is acknowledged in Sections 1(B) and 1(C) of each of the Guaranties. More specifically, Section 1(B) and 1(C) of the Guaranties provides Guarantor's execution of the Guaranties was a material inducement to provide "Additional Financial Accommodations" made by Lender to the Borrowers, with the sole "*Additional Financial Accommodation*" called out in the Guaranties as the 90 Day Extension. It has been the undersigned's position, and it remains the undersigned's position, buttressed by both oral and written communication with the Lender, that the Guaranties have always been temporary guaranties, expiring initially as of August 24, 2022, and later as of November 24, 2022, and as such, have fully terminated and are of no further force and effect. The temporary nature of the Guaranties is reflected in the attached e-mail dated January 18, 2023, wherein the undersigned acknowledges that the Guaranties were time limited and had no further force and effect as of the expiration of the second 90 day extension. The undersigned has reasonably relied upon the short term nature of

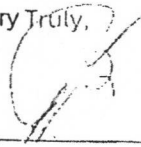


these guaranties based upon the continuing course of conversation and e-mail correspondence with Lender.

Nevertheless, by way of this correspondence, as provided under Section 8 of the Sol Guaranty and Section 8 of the Wellstell Guaranty, effective as of the date hereof, notice is hereby provided that **the Sol Guaranty and the Wellstell Guaranty, and all respective obligations, debts, responsibilities and liabilities thereunder, including but not limited to the Guarantor's Liabilities, are hereby terminated and revoked in accordance with Sections 8 and 9 of the Sol Guaranty and Wellstell Guaranty.**

The undersigned hereby reserves any and all rights and defenses under the Guaranties, any other agreements between the undersigned and Lender, and any other documents and/or agreements in connection with the Loans, and the undersigned does not, in any way, waive any defenses and/or rights under the Guaranties, any other agreements between the undersigned and Lender, or any other documents and/or agreements in connection with the Loans.

Yours Very Truly,



Keith Barket

CC: Thompson Coburn LLP, 55 East Monroe Street, 37th Floor, Chicago, Illinois 60603,
Attention: Clinton P. Hansen, Esq.

Enclosures.